



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP-3**

June 8, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DIFFERENCE BETWEEN ART AND GRAFFITI
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Difference Between Art and Graffiti Program meets the social needs of the County.
2. Approve the enclosed Agreement with KCBS Marketing, a division of Infinity Broadcasting/Viacom to allow the County through the Graffiti Abatement Program to participate in the KCBS Marketing Difference Between Art and Graffiti Program. This Agreement will be for a period of one year commencing upon Board approval with 3 one-year renewal options not to exceed a total contract period of four years.
3. Instruct the Mayor to execute this Agreement.
4. Authorize Public Works to encumber an annual amount not to exceed \$248,500 for the initial one-year term of the Agreement. Funds are available in Public Works' 2005-06 General Fund Public Ways/Public Facility and Special Road District 1 Fund.

5. Authorize the Director of Public Works to renew this Agreement for each additional renewal if warranted or terminate it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 28, 1993, under the leadership and direction of your Board, Public Works was instructed to implement a Countywide zero tolerance anti-graffiti effort. The plan developed is a broad-based, interjurisdictional effort to combat serious blight on the urban landscape and includes physical clean-up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts.

Taggers come from every race, religion, and social group, as well as from every socioeconomic status. Parents should be aware of their children's activities and realize that vandalism penalties can impact not only their children, but can also affect the parents financially. The cost of graffiti damage in the United States is staggering. Los Angeles County's 88 cities, the unincorporated areas, Caltrans, and Metropolitan Transit Authority spend \$64 million annually in their efforts to remove graffiti.

KCBS Marketing has developed and designed a strategic integrated marketing program called Totally Against Graffiti (TAG), which includes research, press releases, theme design, creative production, access to corporate sponsors, access to a high-profile theme park, and access to the media and programming departments, all to enhance the TAG Program. The TAG Program and the Difference Between Art and Graffiti are the sole registered trademark of KCBS. The TAG Program and the Difference Between Art and Graffiti create a highly publicized and powerful educational message that motivates kids and the community to work together to fight the occurrence of graffiti.

KCBS Marketing is a strong sales, marketing, and promotions agency, a division of Infinity Broadcasting/Viacom, and the number one platform in the world for advertisers. As such, only KCBS Marketing can provide insider access to all Infinity Broadcasting/Viacom-owned media properties (broadcast and cable television, radio, and outdoor), programming, news, and creative departments.

KCBS Marketing has developed strong relationships with each of the Infinity Broadcasting/Viacom properties and is able to (1) create synergistic programs for an effective multi-faceted campaign; (2) design and execute programs across each media property to leverage the power of the TAG Program's message; and (3) leverage the

turn-key benefits of each Viacom property through an internal communication network, unmatched in the media world.

The County has participated and has been the title sponsor of the Difference Between Art and Graffiti Program for a period of two years and wishes to continue its participation. Because of the prior relationship with KCBS Marketing, no extended negotiation period was necessary, and, therefore, did not require prior notification to the Board of Public Works' intention to negotiate a sole source agreement with KCBS Marketing. This Agreement with KCBS Marketing will assist the County in reaching the public with promoting the County's anti-graffiti educational message, enhance the County's image as a leader in the anti-graffiti education area, and highlight how the County is contributing to increasing the quality of life of residents in Southern California.

Implementation of Strategic Plan Goals

This Program will satisfy the County Strategic Plan Goal of Children and Families' Well-Being. This educational program will affect the well being of all living in the affected areas. Prevention and timely removal of graffiti addresses urban blight to enhance the quality and attractiveness of neighborhoods for residents and businesses.

FISCAL IMPACT/FINANCING

The total amount of these services will not exceed \$248,500. Financing for the first year of this service is included in Public Works' 2005-06 General Fund-Public Ways/Public Facility (\$200,000) and Special Road District 1 Fund (\$48,000). Funds to finance the additional years will be made available through Public Works' annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is authorized under Government Code Section 26227 upon your Board's finding that this educational program meets the social needs of the County. This Agreement has been signed by KCBS Marketing and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This recommended action does not constitute a project as defined by the California Environmental Quality Act, because it can be seen with certainty there is no possibility the activity in question may have a significant effect on the environment, and therefore it is not subject to California Environmental Quality Act provisions.

The Honorable Board of Supervisors
June 8, 2006
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Agreement will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of the contract signed by the Mayor. Please return the signed copy for KCBS Marketing to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

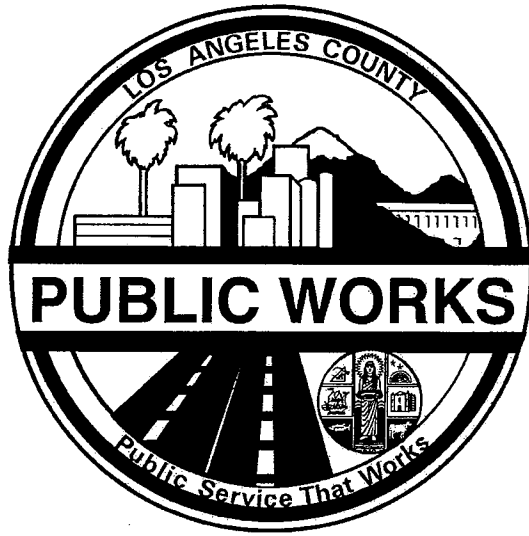
Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

VJH:my
P:\sec\DBAAG

Enc. 3

cc: Chief Administrative Office
County Counsel



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

KCBS MARKETING, a division of
Infinity Broadcasting/Viacom

FOR

DIFFERENCE BETWEEN ART AND GRAFFITI PROGRAM

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AGREEMENT

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 2006, between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as COUNTY, and KCBS Marketing, a division of Infinity Broadcasting/Viacom, hereinafter referred to as KCBS or contractor, for the County's participation in the "Difference Between Art and Graffiti Program".

WITNESSETH

WHEREAS, on September 28, 1993, under the leadership and direction of the Board of Supervisors of said County, the County of Los Angeles Department of Public Works, hereinafter referred to as Public Works, was instructed to implement a Countywide zero tolerance anti-graffiti effort. The plan is a broad-based, inter-jurisdictional effort to combat serious blight on urban landscape, and includes physical clean up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts; and

WHEREAS, Public Works' Graffiti Abatement Program is a leader in zero tolerance; and

WHEREAS, in 2001 KCBS developed and successfully executed the Totally Against Graffiti (TAG) Program which is designed as an integrated, educational, and community outreach program; and

WHEREAS, the TAG Program has brought award winning recognition to the COUNTY by the National Association of Counties, California State Association of Counties, and Los Angeles County Productivity Commission; and

WHEREAS, KCBS has registered and trademarked this highly powerful education and reward program which is directed at the elementary school level to motivate students and the community to work together to fight the occurrence of graffiti; and

WHEREAS, KCBS is the leading force in bringing all the elements together to execute the TAG Program, address the Board's graffiti abatement directives, ties in the community and properly targets the youth culture (the COUNTY'S target market) to make a difference in the fight against graffiti; and

WHEREAS, KCBS has conducted substantial research that uncovered important facts that are valuable to the COUNTY when launching a program targeting the youth culture. It is this research that helps the COUNTY efficiently meet their graffiti abatement directives; and

WHEREAS, one of the conclusions of the research was that there is a lack of organized art programs for youth and that a number of young adults and children who do not realize graffiti is against the law; and

WHEREAS, in response KCBS designed the Difference Between Art and Graffiti as an integrated educational and community outreach program in the unincorporated areas in the County; and

WHEREAS, this Agreement is authorized under Government Code Section 26227, which requires the Board to find that this educational program meets the social needs of the County; and

WHEREAS, the Board had made such a finding; and

WHEREAS, KCBS in collaboration with corporate sponsors, has developed a highly publicized and powerful education and reward program at the school level that motivates students and the community to work together to fight the occurrence of graffiti; and

WHEREAS, the COUNTY has participated and has been the title sponsor by contributing funds to the "Difference Between Art and Graffiti Program" for two years and wishes to continue its participation.

WHEREAS, the "Difference Between Art and Graffiti" has assisted the COUNTY in meeting the social needs of its residents by taking a leadership role in this highly publicized and powerful program; and

WHEREAS, KCBS is the leading force in executing the "Difference Between Art and Graffiti Program".

NOW, THEREFORE, in consideration of the mutual benefits to be derived by KCBS and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) KCBS AGREES TO:

- a. Coordinate and create all the elements of the "The Difference Between Art and Graffiti Program."
- b. Provide an experienced management team, with expertise in implementing a program of this size, and to manage all the details of "The Difference Between Art and Graffiti Program." (Appendix A)

- c. Secure partner relationships with various private corporations and County departments which could include but are not limited to Los Angeles County Department of Education, Los Angeles County Department of Parks and Recreation, Los Angeles County Library, and Los Angeles County Arts Commission. (Appendix A)
- d. Provide creative development and production, which includes access to brand identity of the program (logo, color scheme, slogan and tagline), winning artwork adaptation for the racecar, creative for all marketing pieces, website elements, RV wrap, radio scripts, and radio commercials. (Appendix B)
- e. Provide a detailed media plan with "added value" opportunities with media partners which include promoting the COUNTY'S support of the Difference Between Art and Graffiti Program. (Appendix C)

(2) COUNTY AGREES TO: Make the following contributions to KCBS upon KCBS providing the COUNTY the following organization and general management related milestones:

- a. KCBS to provide an experienced management team and secure partners (Appendix A). COUNTY'S payment not to exceed \$78,000.

Payment of Appendix A breaks down as follows:

Payment 1 deliverables: Copies of the rules and regulations for the first race, letter detailing the judges participation, list of prizing elements secured for the first and second race, letters for partner/sponsor participation detailing what they will provide the program, letters for the two speedway partners, letter with the driver and his deliverables to the program. Payment not to exceed \$38,000.

Payment 2 deliverables: Final copy of the rules and regulations from both races, list of where rules and regulations were distributed, pictures of the judging of the contests, final list of all prizing elements for both contests, list of winners and what they received, summary of added exposure brought from partners and sponsors, summary of speedway partners deliverables, summary of driver deliverables, final recap with pictures of all management activity and exposure gained from partners/sponsors. Payment not to exceed \$38,000.

- b. KCBS to provide creative development and production (Appendix B) COUNTY'S payment not to exceed \$125,500.

Payment of Appendix B breaks down as follows:

Payment 1 deliverables: Draft and final applications of the following: first race brand identity pieces (logo, color scheme, slogan, tagline, and contest theme), the first race flyer, the first race banners, the first race entry form, the first race RV wrap, the first race website screen shots, the first race web banner, the first race radio scripts (commercials and PSAs). Payment not to exceed \$62,750.

Payment 2 deliverables: Draft and final applications of the following: second race brand identity pieces, the second race flyer, the second race banners, the second race entry form, the second race RV wrap, the second race website screen shots, the second race web banner, the second race radio scripts. Payment not to exceed \$62,750.

- c. KCBS to provide a media and Public Relations plan (Appendix C). COUNTY'S contribution not to exceed \$45,000.

Payment of Appendix C as follows:

Payment 1 deliverables: Summary of media strategy and launch date, draft of first and second press release for the first race, final media press kit, and media list for press kit distribution. Recap of first "Art in the Park Day" (with pictures, list of attendees, and summary of results). Payment not to exceed \$22,500.

Payment 2 deliverables: First and second race media summary and schedule confirmation, copies of all six press releases, final media list, summary of when press releases were sent and to whom, summary of additional press received, copies of all press (stories, interviews and/or coverage). Recap of second "Art in the Park Day" (with pictures, list of attendees, summary of results). Payment not to exceed \$22,500.

(3) COUNTY AND KCBS MUTUALLY AGREE AS FOLLOWS:

- a. All "The Difference Between Art and Graffiti Program" materials, which include the use of the names and/or emblems of the COUNTY shall be reviewed and approved by the parties in writing in advance of publication. All use of the names and/or emblems shall be consistent with the graphic standards of the respective parties.

- b. COUNTY'S total obligation under the terms of this Agreement shall not annually exceed \$248,000 or such greater sum as the COUNTY'S Board of Supervisors may approve. If the COUNTY extends the term of this AGREEMENT, the COUNTY'S maximum total obligation shall not exceed \$300,000 or such greater sum as the COUNTY'S Board of Supervisors may approve in any given year and for each subsequent year, if funding is available.
- c. This AGREEMENT will commence upon approval by COUNTY'S Board of Supervisors, and continue for a period of one year. At the sole discretion of the COUNTY, this AGREEMENT may be extended in increments of one year, not to exceed a total contract period of four years. If the COUNTY desires to extend this AGREEMENT term, the COUNTY, acting through the Director of Public Works, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This AGREEMENT may be canceled or terminated at any time by the COUNTY without cause upon the giving of at least 30 days' written notice to the KCBS.
- d. This AGREEMENT can only be amended by mutual written consent of both KCBS and COUNTY.

(4) Public Works Contract Manager

Public Works Contract Manager will be Ms. Valerie Hill of Environmental Programs Division, who may be contacted at (626) 458-4091 or Vhill@ladpw.org, Monday through Friday from 8:30 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

(5) Payment

The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rate and/or unit prices quoted in Form PW-2, Schedule of Prices.

Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention: Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

(6) Terms & Conditions

In the event that terms and conditions which may be listed in the CONTRACTOR'S proposal conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Appendix A, inclusive, the COUNTY'S provisions shall control and be binding.

(7) Entire Agreement

This document constitutes the entire agreement between COUNTY and KCBS and may be modified only by further written agreement/amendment between the parties hereto.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the KCBS has hereunto subscribed its name by and through its officers thereunto duly authorized as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

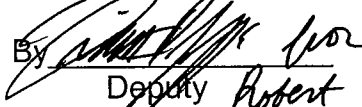
By _____
HONORABLE MICHAEL. D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles


APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

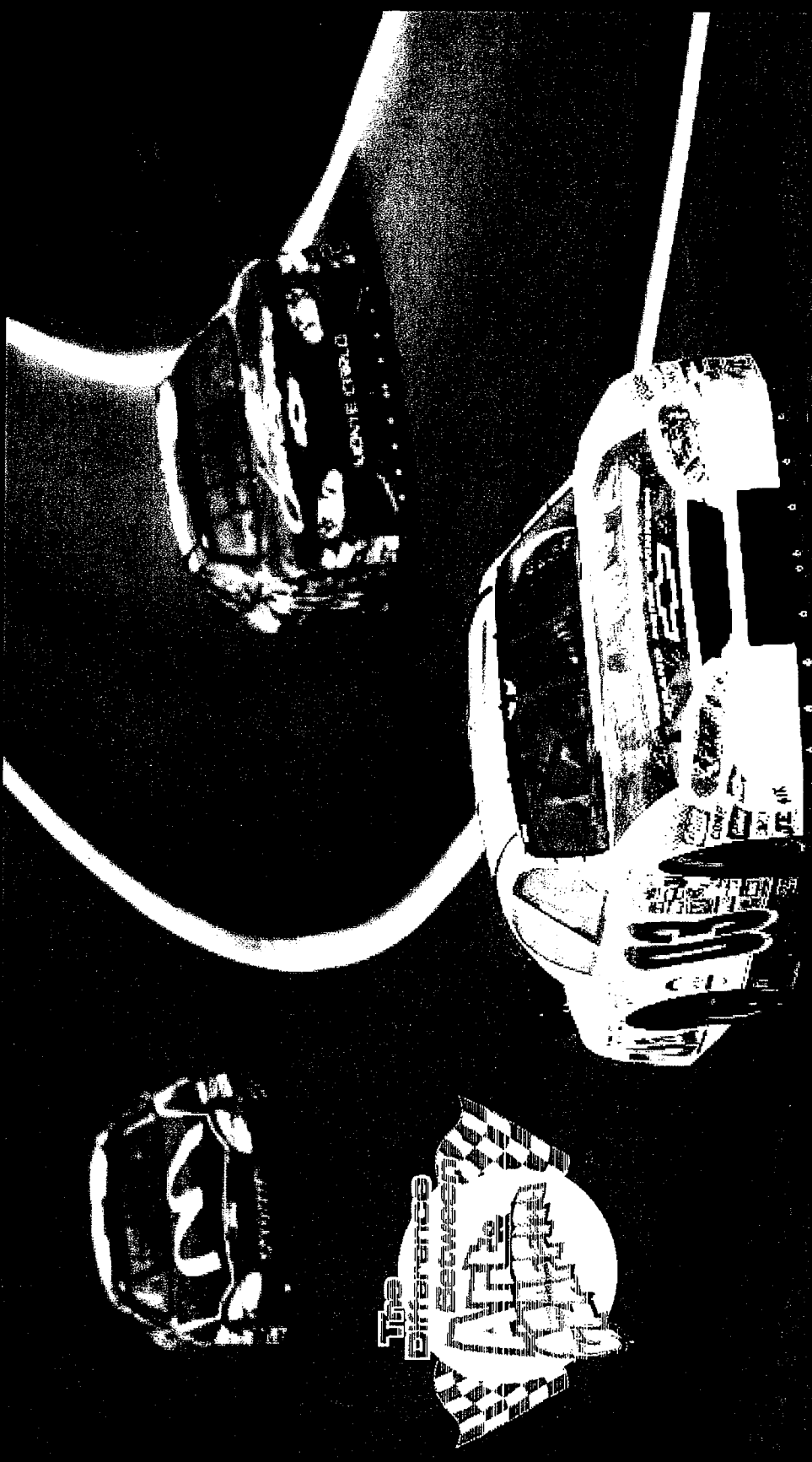
By 
Deputy Robert
Cartwright

By _____
Deputy

KCBS MARKETING, a division of Infinity Broadcasting/ Viacom

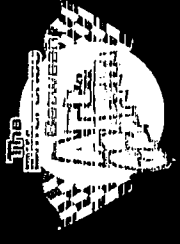
By  6/6/06
JEFF FEDERMAN, SR. VICE PRESIDENT
MARKET MANAGER, LA

Last saved by Department of Public Works



A two race series

Difference Between Art & Graffiti 2006



Diversity Driving for the fight against graffiti!

The fight against graffiti in Los Angeles is a huge undertaking. KCBS Marketing has designed the "Difference Between Art and Graffiti" contests for the 2006 season and we invite the County of Los Angeles Department of Public Works – Graffiti Abatement Division to be the title sponsor.

The contest was developed based on an independent research survey of our T.A.G. school students who asked for a program that addressed the difference between art and graffiti.

This program was developed based on target audience feedback and has grown over the years to be one of the most sought after contests in Los Angeles.



Contests... Race... Partners... Huge Exposure!



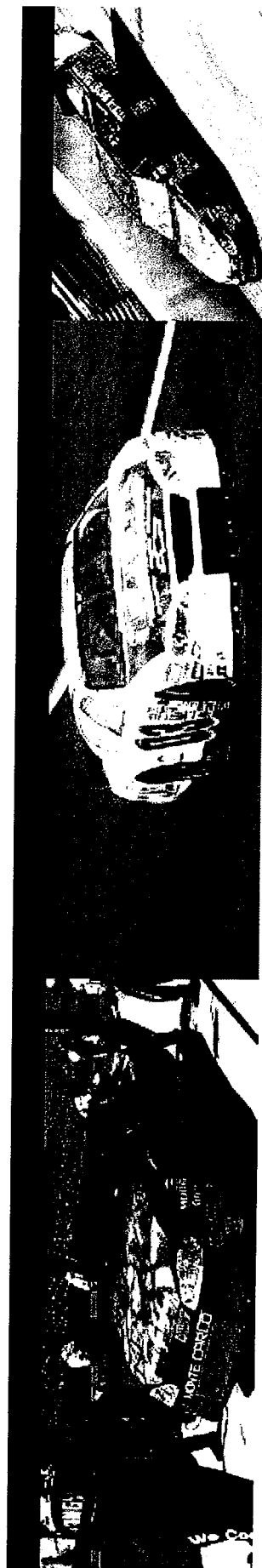
An entire series of events is being developed to promote the contest for the cumulative Grand Prize events where two lucky winners, one for each race, will have their artwork on the hood of an actual NASCAR racecar racing on national television.

Race #1 – Sat., July 22, 2006, Irwindale Speedway

Race #2 – Sat., September 1, 2006, California Speedway



*Disclaimer: based on calendar changes made by NASCAR, which we have no control over, we could experience changes in date and venue.



Program Breakdown – Race #1



May 2006 – All creative approved and prizes secured

Posters

Art in the Park Flyers

Entry Forms

Rules and Regulations

RV Artwork

Website Banners

Banners

Securing of All Prizing Elements



May 2006- Contest is launched



School Mailings

Resident Mailings

RV Appearances

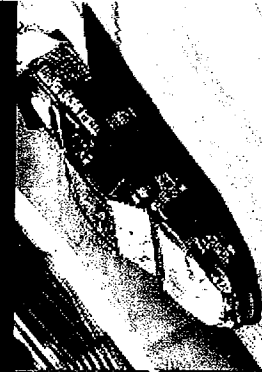
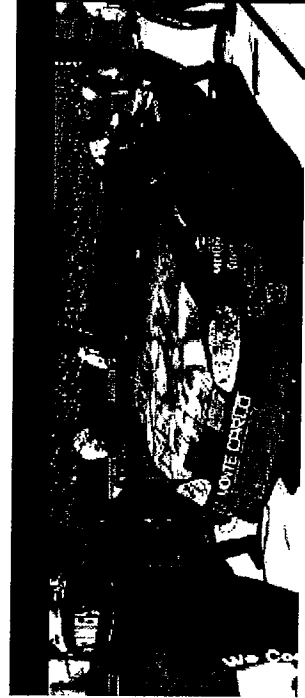
Posters and entry forms delivered to parks and rec, libraries, retail locations and local schools

May 2006 – Art in the Park day – launch event

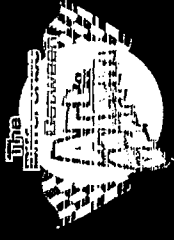
June 16, 2006 – Contest ends

June 19-23, 2006 – Judging, tiered-prize winners announced and adaptation of winner artwork for the racecar

July 22, 2006 – Finale event at Irwindale Speedway



Program Breakdown – Race #2



June 2006 – All creative approved and prizes secured

Posters

Art in the Park Flyers

Entry Forms

Rules and Regulations

RV Artwork

Website Banners

Banners

Securing of All Prizing Elements

June 2006- Contest is launched

School Mailings

Resident Mailings

RV Appearances

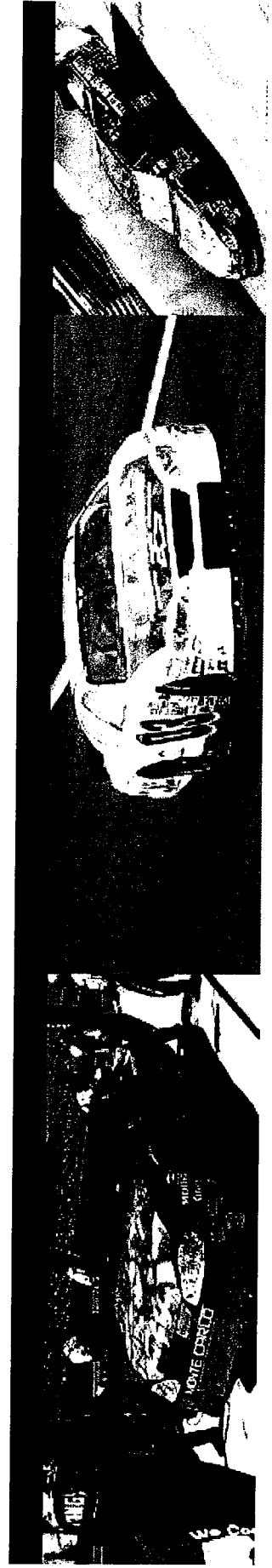
Posters and entry forms delivered to parks and rec, libraries, retail locations and local schools

June 2006 – Art in the Park day – launch event

August 4, 2006 – Contest ends

June 7-11, 2006 – Judging, tiered-prize winners announced and adaptation of winner artwork for the racecar

September 1, 2006 – Finale event at California Speedway



We Will Provide...



Management of the Logistics of the Entire Program

- Legal development of rules and regulations for two contests
- Securing members of the panel of judges for two contests
- Securing all pricing elements for Grand Prize and tiered-prizing for the contests (Prizes could vary. Suggested tiered pricing: 100 winners per contest)
- Collecting, securing with contracts and distributing prizes to all eligible winners
- Securing partners and sponsors into the race program with contracts
- Working directly with the Los Angeles County Department of Public Works, Parks and Recreation, Department of Education and Unified School Districts
- Working directly with NASCAR and the speedway venues to secure assets, resources and exposure for the races
- Execution of all logistics pertaining to the contracts with the driver

\$78,000

Securing Partners

- One venue partner per race (Irwindale Speedway secured for July race/California Speedway secured for September race)
- A minimum of one retail partner for each contest (Rite-Aid has been the retail partner for last two contests)
- Parks and Recreation as a co-sponsor of the two "Art in the Park" event promoting the launch of the contest
- Securing drivers and access to the racecar for the contests (exposure on the most valuable part of the car – the hood)
- Other partners that can help enhance and grow the program (libraries, etc.)





Creative Development and Production

Brand identity

- Use of logo, color scheme, slogan, tagline and contest theme to promote graffiti for two NASCAR races

Two adaptations of the winning artwork onto a racecar wrap for the hood (one per race)

Creation and development of the contest to be used on flyers, banners and entry forms

Creation and development of the RV wrap (two wraps – one per race)

Creation and development of the website artwork component of the contest on www.4tagla.com

- Creation of two custom website buttons (one button per race)
- Introduction page highlighting the contest with link to entry form and rules

Addition of contest information on the www.tagla.com website

- Contest information and entry forms will be available online for both races
- RV appearance listings will be accessed on the T.A.G. website
- Event photos and recaps will be featured on the T.A.G. website
- Press releases will be featured on the T.A.G. website

Design and production of all the marketing pieces associated with the program

- Two custom entry forms for the contests (one entry form per race)
- Two custom posters for the contests (one poster per race)
- Four event banners (two banners per race, with estimated sizes of 60x72 or 84x96)
- Two radio scripts (one :60 spot will be written, produced and distributed to media for each race)
- Four radio PSAs (one :30 and :15 in Spanish & English will be written, produced and distributed to media for each race)

Securing approved images and photos from drivers and other Nascar talent to be used in contest artwork

\$125,500



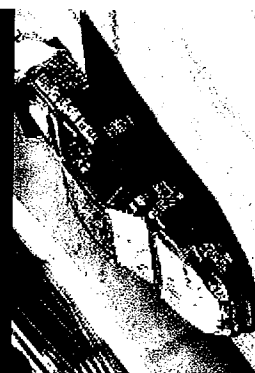


Media and PR

\$45,000

- A total of 30 sixty-second commercials to air on the hottest station in town...93.1 JACK FM (to run Mon-Sun 5A-12M); 15 commercials will run to promote the launch of each contest
- Three press releases (one per contest) -Sample themes: Art in the Park day, contest update, winner announcement
- Access of message, via the racecar, into the nationally televised coverage of the race (Speed Channel and HD NET TV)
- Two distributions of both Spanish and English PSA CDs to all Los Angeles based radio stations
- Recap of press releases, radio promotional mentions, e-mail blasts for each race
- Recap of additional coverage secured (TV coverage, community affairs interviews, news coverage for each event)

****For the two races, KCBS Marketing will endeavor to secure a mention by the television announcer of NBC or the Speed Channel highlighting the contest and the fight against graffiti (KCBS Marketing will submit copy points to TV stations).



You Will Receive....



Ownership of the theme and educational aspects of the contest

Inclusion in all marketing associated with the contest

- Inclusion in media campaign
- Inclusion in mobile marketing campaign
- Inclusion in all press coverage
- Inclusion in public service announcements
- Inclusion in all direct mail, e-mail blasts and/or newsletters
- Inclusion in all collateral marketing used to promote the contests (see "Creative Development and Production")
- Inclusion in website marketing (www.4tagla.com, www.kevinconway.net)
- Inclusion on the hood of our racecars for two races

Inclusion in negotiated elements of the retail marketing partnership

Inclusion in all elements of the Speedway partnership

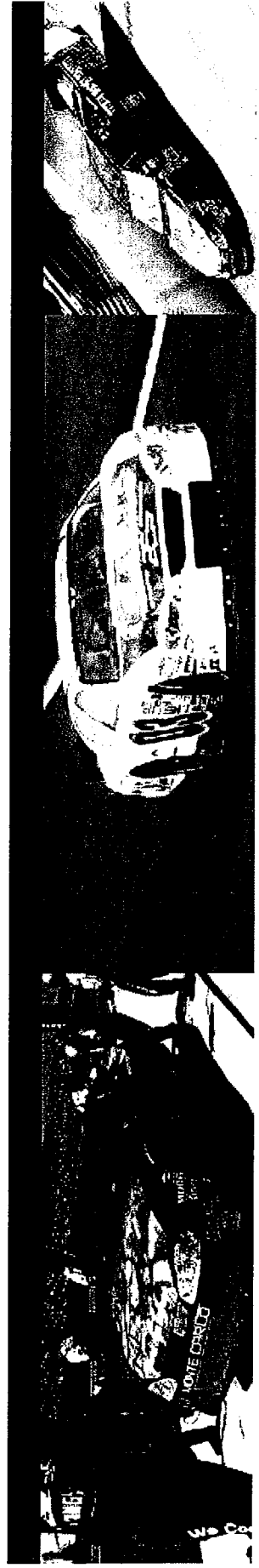
Ownership of the launch events, theme and guest list

Association with the fastest growing sport in the country-Nascar

Association with well known Nascar drivers

Association with a very powerful program that makes graffiti education fun for the entire community

Full-color recap of every element of the program and all work done by KCBS Marketing for the benefit of the message and cause of fighting graffiti in Los Angeles



Summary

Management of the Logistics
of the Entire Program and

Partner Procurement: \$78,000

Creative Development
and Production: \$125,500

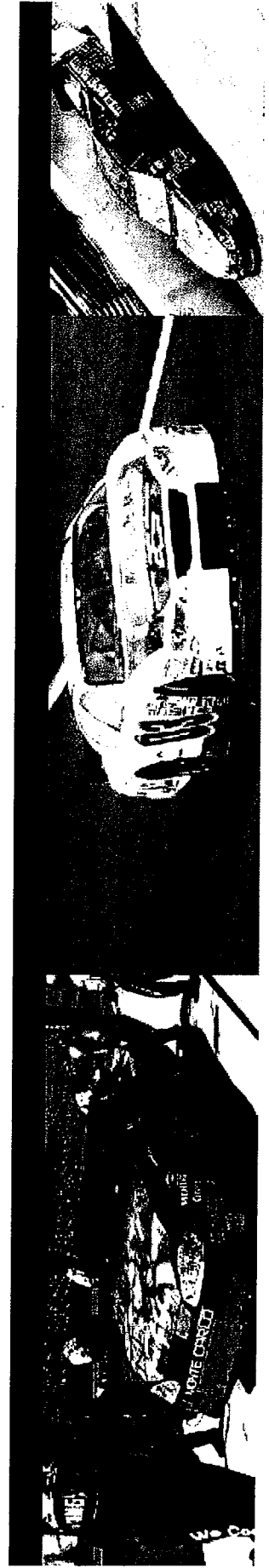
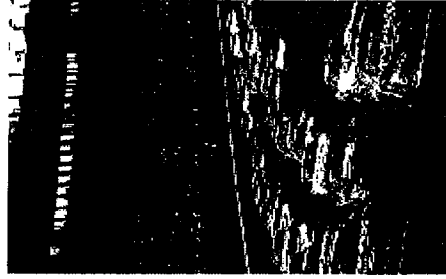
Media and PR: \$45,000

Total investment for the race: \$248,500

Let the races begin!



From start
to finish!



Irwindale Speedway Partnership (already secured)



Tickets to the races to be used as contest prizes

- Large selection of tickets will be set aside for each contest, including grand prize offering of VIP passes, parking and Garage & Pit passes (if over the age of 18)

Inclusion on the Irwindale website (www.irwindalespeedway.com)

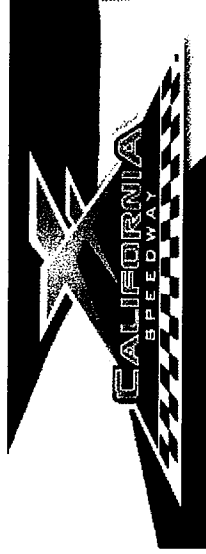
- Website button and story covering the contest

Space for the T.A.G. RV on the day of the race

We'll endeavor to secure inclusion of our program in additional marketing assets owned by Irwindale Speedway. KCBS Marketing will look to secure information on the contest and the fight against graffiti in Los Angeles County.



California Speedway Partnership (already secured)



Tickets to the race to be used as contest prizes

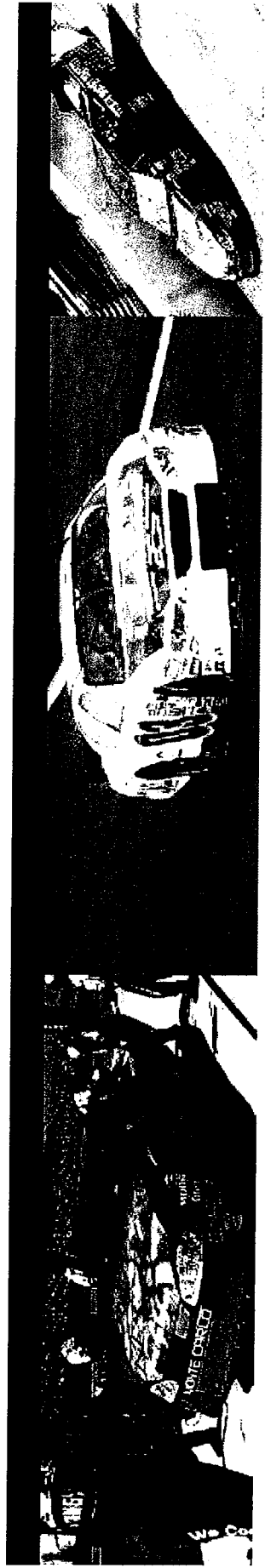
- Large selection of tickets will be set aside for each contest, including grand prize offering of VIP passes, parking and Garage & Pit passes (if over the age of 18)

Inclusion on the California Speedway website (www.californiaspeedway.com)

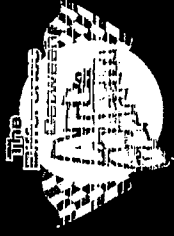
- Website button and story covering the contest

Space for the T.A.G. RV on the day of the race

We'll endeavor to secure inclusion of our program in additional marketing assets owned by California Speedway. KCBS Marketing will look to secure information on the contest and the fight against graffiti in Los Angeles County.



Driver Partnerships (already secured)



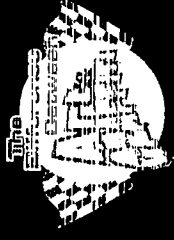
Access to a NASCAR Driver as a spokes person is a very valuable endorsement. They are a true representative of the All-American sport of racing.

We'll have access to a minimum of one NASCAR Driver for each race who will:

- Record PSAs for distribution to promote the contest
- Provide a minimum of six school appearances to promote the contests and sign autographs (three appearances per race)
- Meet and greet opportunities for winners, sponsors and partners
- Access for photographic opportunities with winner, partners and sponsors
- Autograph posters for prizeing elements
- Promote T.A.G. and the fight against graffiti when being interviewed

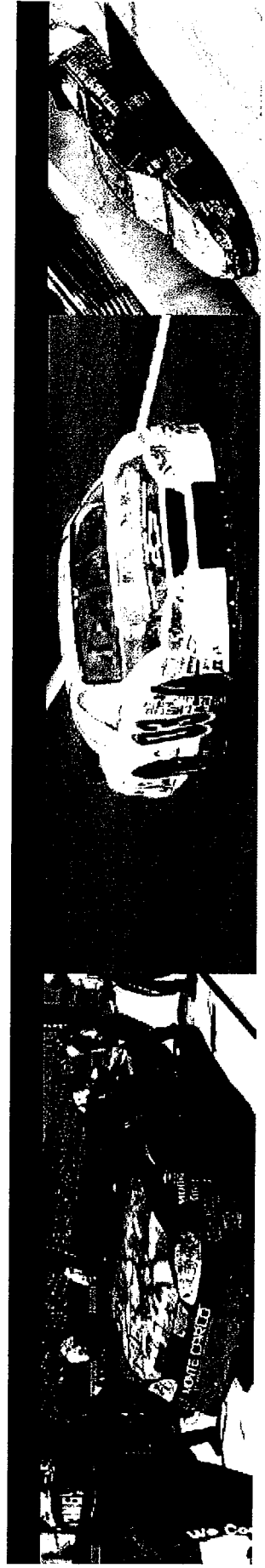


Department of Parks & Recreation Partnership (already secured)



As host of the Art in the Park day, the County of Los Angeles Department of Parks and Recreation will provide (per event):

- Access to a mutually selected Park from 10:00 a.m.- 2:00 p.m. on a selected Saturday
- (Roosevelt Park in LA was already selected)
- Stage and sound system for entertainment
- Security through the Office of Public Safety
- Clean-up crew
- A minimum of 20 booths for sponsors
- A minimum of 40 tables
- A minimum of 60 chairs
- Balloons as decorations
- Access to local entertainment via the parks relationships (Examples: Aztek dancers, Paino recita Cheerleader group, Pamela Band, Mariachi Group etc)



Tons of Prizes!



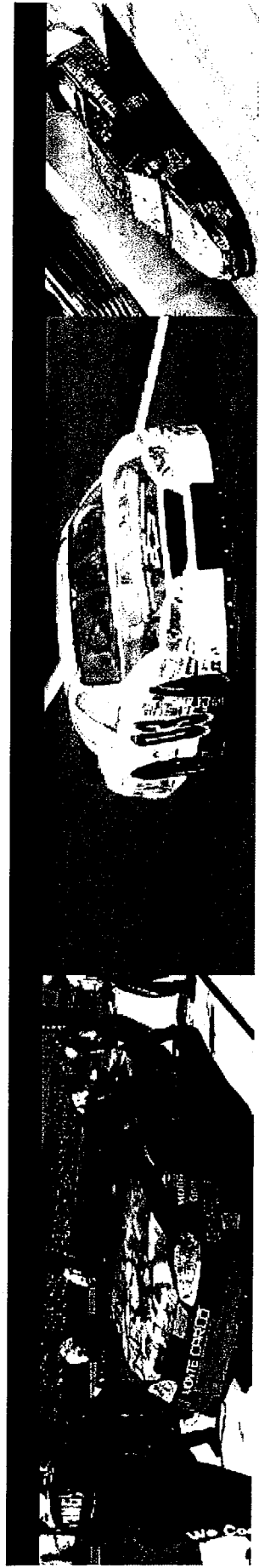
Sample contesting will be secured by KCBS Marketing and provided by sponsors and partners. Could include but not be limited to:

One Grand Prize winner per contest to receive:

- Their artwork on the hood of an actual NASCAR racecar racing on national television racing at the speedway
- Four VIP seats at the speedway (Pit and garage passes if over the age of 18)
- Invited as a guest of honor of the speedway
- Photo opportunity with the driver of the racecar

Tiered-Prizing:

- 10 lucky winners will receive driving instructions at a local go-cart track from Rocky Moran Jr. and Kevin Conway (Date: TBD)
- Tickets to the races
- Autographed posters signed by the drivers



APPENDIX D

SECTION 1

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration

for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the

Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.
 - b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
 - c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to

Los Angeles County Fraud Hotline, 1000 South Fremont Avenue,
Unit 51, Alhambra, CA 91803-4737.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract at the Director's sole and absolute discretion shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a written formal assignment agreement whereby the assignee agrees to assume all obligations in this Contract. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this

Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the

failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.

- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

COUNTY

Department of Public Works
Environmental Programs Division
Fred Rubin , Assistant Deputy Director
900 South Fremont Avenue
Alhambra, CA 91803

KCBS Marketing

Danielle Mosher
KCBS Marketing
5901 Venice Boulevard
Los Angeles, CA 90034

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a co-partner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

SECTION 2

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code

of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million

- b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 3

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the Contractor.

SECTION 4

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

- A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 5

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.